

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 82
2. Contract No.		3. Solicitation No. DAAE20-98-R-0210		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 1999JUL08	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By ACALA AMSTA-AC-PCR-A ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7) ACALA ACQUISITION CENTER ATTN AMSTA-AC-PC P O BOX 2008 ROCK ISLAND IL 61299-7630		

SOLICITATION

NOTE: In sealed bid solicitations offer and offeror mean bid and bidder .

9. Sealed offers in original and 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSTA-AC-PC BLDG 104 RCP AREA **until** 03:45pm **(hour) local time** 1999AUG09 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name BETTY FOULKS E-mail address: FOULKSB@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-4399
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature 18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America	28. Award Date
		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A - SUPPLEMENTAL INFORMATION

- THIS SOLICITATION IS A BEST VALUE ACQUISITION FOR 10 SPARE/REPAIR PARTS FOR THE M2 MACHINE GUN. NO AWARD WILL BE MADE ON PRICE ALONE, RATHER, AWARD WILL BE BASED ON AN EVALUATION OF PAST PERFORMANCE, QUALITY, PRICE AND AND SMALL BUSINESS PARTICIPATION ELEMENTS. (SEE SECTION L & M).
- THIS SOLICITATION WILL RESULT IN A LONG TERM, FIRM FIXED PRICE, INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT.
- A GUARANTEED MINIMUM QUANTITY FOR EACH CLIN FOR THE CONTRACT WHICH COVERS 3 ORDERING PERIODS IS TO BE AWARDED UNDER THE RESULTANT CONTRACT AND SPECIFICALLY REPRESENTS THE ''MINIMUM QUANTITY,'' AS DEFINED AND REFERENCED IN FAR - DFARS CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. ALL OTHER FUTURE PROJECTED QUANTITIES ARE ESTIMATES ONLY, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
- THE STATED MINIMUM ORDERING RANGE QUANTITIES, OTHER THAN THE STATED GUARANTEED MINIMUM QUANTITIES, ARE NOT GUARANTEED BUY QUANTITIES. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO PLACE ANY FUTURE ORDERS.
- IF ADDITIONAL ORDERS ARE PLACED, THE STATED MAXIMUM ORDERING RANGE QUANTITIES ARE ESTABLISHED AS SPECIFIC LIMITATIONS ON THE ORDERING AUTHORITY OF THE GOVERNMENT. IN NO INSTANCES WILL THE GOVERNMENT PLACE ORDERS IN EXCESS OF THE TOTAL MAXIMUM ORDERING RANGE QUANTITY STATED FOR EACH ORDERING PERIOD.
- PROPOSALS OFFERING PRICES FOR QUANTITIES OTHER THAN THOSE SOLICITED WILL NOT BE CONSIDERED.
- EVALUATION OF OFFERS SHALL BE IN ACCORDANCE WITH THE EVALUATION GUIDELINES AND SPECIFIC EVALUATION PROCEDURE IN SECTION M OF THE SOLICITATION.
- FOLLOWING ARE THE DATES OF THE ORDERING PERIODS COVERED BY THIS SOLICITATION.

ORDERING PERIOD 1 -- AWARD THROUGH 30 SEPTEMBER 2000

ORDERING PERIOD 2 -- 01 OCTOBER 2000 THROUGH 30 SEPTEMBER 2001

ORDERING PERIOD 3 -- 01 OCTOBER 2001 THROUGH 30 SEPTEMBER 2002
- THE MINIMUM GUARANTEED QUANTITIES ARE AS FOLLOWS:

ITEM		NSN	GUARANTEED MINIMUM
0001	CHARGER, GUN	1005-00-348-8653	250
0002	HANDLE, MANUAL	5430-00-550-4080	600
0003	SUPPORT, BARREL	1005-00-550-4091	1,000
0004	PIN, STRAIGHT	5315-00-731-3106	1,100
0005	SIGHT, REAR	1005-01-003-5475	500
0006	BUFFER, ASSY	1005-01-141-1235	1,100
0007	BUFFER, RECOIL	1005-01-453-9289	500
0008	COVER, ASSY	1005-01-453-9290	500
0009	BACKPLATE, ASSY	1005-01-454-8487	500
0010	BUSHING, BLANK	5365-01-454-8487	500
- DELIVERY INFORMATION FOR ALL CLINS IS FOUND IN SECTION F OF THE SOLICITATION.
- DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT.
- OFFERORS ARE REQUESTED TO SUBMIT PRICES ON THE PRICING EVALUATION SPREADSHEET AT ATTACHMENT 001.

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Name of Offeror or Contractor:

Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(END OF CLAUSE)
AA7020

A-2 52-201-4501 NOTICE ABOUT ACALA OMBUDSMAN NOV/1995
ACALA

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
AMSTA-AC-PC (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)
AS7006

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
ACALA

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

Name of Offeror or Contractor:

(END OF CLAUSE)
 AS7003

A-4	52.211-4503	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	ACALA		

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)
 (AS7008)

A-5	52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
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1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

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Name of Offeror or Contractor:

2. In response to these mandates, TACOM-ACALA has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-ACALA Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - ACALA
(ACALA 52.215-4510)

LS7012, Electronic Award Notice - ACALA
(ACALA 52.215-4511)

(End of clause)
(AS7004)

A-6	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	ACALA		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)
AS7010

A-7	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	ACALA		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

Name of Offeror or Contractor:

(End of clause)
(AS7012)

A-8	52.245-4576	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995
	ACALA		

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)
AS7500

A-9	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	ACALA		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP) 2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)
AS7502

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-R-0210 MOD/AMD	Page 7 of 82
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Name of Offeror or Contractor:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

OFFERORS ARE REQUESTED TO SUBMIT THEIR PRICES ON PRICING SPREADSHEET UNDER ATTACHMENT 0001.

*** END OF NARRATIVE B001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: CHARGER, GUN SECURITY CLASS: Unclassified <u>With First Article Approval</u> Delivery Shall Be FOB Destination <u>Without First Article Approval</u> Delivery Shall Be FOB Destination <div>(End of narrative B001)</div> <u>Packaging and Marking</u>	250	EA	\$ _____	\$ _____
0001AA	<u>DATA ITEM</u> NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0240 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY ATTN ACQUISITION CENTER - PCR ROCK ISLAND IL 61299-7630				
0001AB	<u>PRODUCTION QUANTITY</u> NSN: 1005-00-348-8653 NOUN: CHARGER,GUN FSCM: 19200 PART NR: 7267982 SECURITY CLASS: Unclassified PRON: M191S314M1 PRON AMD: 01				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	AMS CD: 070011				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0002AA	<p>NOUN: HANDLE, MANUAL SECURITY CLASS: Unclassified <u>With First Article Approval</u></p> <p>Delivery Shall Be FOB Destination <u>Without First Article Approval</u></p> <p>Delivery Shall Be FOB Destination</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td><td>SUPPL</td><td></td><td></td><td></td><td></td></tr> <tr> <td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr> <tr> <td>001</td><td></td><td></td><td></td><td></td><td>3</td></tr> <tr> <td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td><td></td><td></td><td></td></tr> <tr> <td>001</td><td>1</td><td>0150</td><td></td><td></td><td></td></tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001					3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	0150							
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001					3																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																																	
001	1	0150																																	
0002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5340-00-550-4080 NOUN: HANDLE,MANUAL CONTR FSCM: 19200 PART NR: 5504080 SECURITY CLASS: Unclassified PRON: M191S315M1 PRON AMD: 01 AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>																																		

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099161A189 W31G1Z J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 600 0240 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 5340-00-550-4080 NOUN: HANDLE,MANUAL CONTR FSCM: 19200 PART NR: 5504080 SECURITY CLASS: Unclassified PRON: M191S315M1 PRON AMD: 01 AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099161A189 W31G1Z J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 600 0150 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				
0003	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: SUPPORT, BARREL SECURITY CLASS: Unclassified <u>With First Article Approval</u> Delivery Shall Be FOB Destination <u>Without First Article Approval</u>	1000	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Delivery Shall Be FOB Destination				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>DATA ITEM</u>				
	NOUN: FIRST ARTICLE TEST REPORT				
	SECURITY CLASS: Unclassified				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
0003AB	<u>Deliveries or Performance</u>				
	DOC				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1005-00-550-4091 NOUN: SUPPORT,BARREL FSCM: 19204 PART NR: 5504091 SECURITY CLASS: Unclassified PRON: M191S316M1 PRON AMD: 01 AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099161A190 W31G1Z J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1,000 0150</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021</p>				
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____
0004AA	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 5315-00-731-3106 NOUN: PIN,STRAIGHT,HEADED FSCM: 19200 PART NR: 7313106 SECURITY CLASS: Unclassified</p>	1100	AY	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>PRON: M191S317M1PRON AMD: 01</div> <div>AMS CD: 070011</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52H099161A191 W31G1Z J 2</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>001 1,100 0240</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W31G1Z) XU TRANS OFF</div> <div>ANNISTON ARMY DEPOT</div> <div>ANNISTON AL 36201-5021</div>				
0005	<div>Supplies or Services and Prices/Costs</div> <div>PRODUCTION QUANTITY</div> <div>500</div> <div>EA</div> <div>\$</div> <div>\$</div> <div>NOUN: SIGHT, REAR</div> <div>SECURITY CLASS: Unclassified</div> <div>With First Article Approval</div> <div>Delivery Shall Be FOB Destination</div> <div>Without First Article Approval</div> <div>Delivery Shall Be FOB Destination</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div>				
0005AA	<div>DATA ITEM</div> <div>NOUN: FIRST ARTICLE TEST REPORT</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	001 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0150				
	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY ATTN ACQUISITION CENTER - PCR ROCK ISLAND IL 61299-7630				
0005AC	<u>PRODUCTION QUANTITY</u> NSN: 1005-01-003-5475 NOUN: SIGHT,REAR FSCM: 19200 PART NR: 12003047 SECURITY CLASS: Unclassified PRON: M191S318M1 PRON AMD: 01 AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H099161A192 W31G1Z J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 500 0220				
	FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099161A192 W31G1Z J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 500 0150 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				
	<u>Supplies or Services and Prices/Costs</u> PRODUCTION QUANTITY 1100 NOUN: BUFFER ASSEMBLY SECURITY CLASS: Unclassified <u>With First Article Approval</u> Delivery Shall Be FOB Destination <u>Without First Article Approval</u> Delivery Shall Be FOB Destination (End of narrative B001) <u>Packaging and Marking</u>				
0006AA	<u>DATA ITEM</u> NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0175 FOB POINT: Destination				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	<div>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY ATTN ACQUISITION CENTER - PCR ROCK ISLAND IL 61299-7630</div> <div><u>PRODUCTION QUANTITY</u> NSN: 1005-01-141-1235 NOUN: BUFFER ASSEMBLY FSCM: 19200 PART NR: 9340487 SECURITY CLASS: Unclassified PRON: M191S319M1 PRON AMD: 01 AMS CD: 070011</div> <div><u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DOC </div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.</div> <div>Supplies or Services and Prices/Costs</div> <div>PRODUCTION QUANTITY</div> <div>500</div> <div>EA</div> <div>\$</div> <div>\$</div> <div>NOUN: BUFFER, RECOIL</div> <div>SECURITY CLASS: Unclassified</div> <div>With First Article Approval</div> <div>Delivery Shall Be FOB Destination</div> <div>Without First Article Approval</div> <div>Delivery Shall Be FOB Destination</div> <div>(End of narrative B001)</div>				
0007AA	<div>Packaging and Marking</div> <div>DATA ITEM</div> <div>NOUN: FIRST ARTICLE TEST REPORT</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>00110150</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(ZZZ555) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY</div> <div>ATTN ACQUISITION CENTER - PCR</div> <div>ROCK ISLAND IL 61299-7630</div>				
0007AB	<div>PRODUCTION QUANTITY</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC	NSN: 1005-01-453-9289 NOUN: BUFFER,RECOIL MECHA FSCM: 19204 PART NR: 7266821 SECURITY CLASS: Unclassified PRON: M191S310M1 PRON AMD: 01 AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	AMS CD: 070011				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	001 W52H099161A185 W31G1Z J 2				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001 500 0240				
FOB POINT: Destination					
SHIP TO: <u>PARCEL POST ADDRESS</u>					
(W31G1Z) XU TRANS OFF					
ANNISTON ARMY DEPOT					
ANNISTON AL 36201-5021					
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>				
	NSN: 1005-01-453-9290				
	NOUN: COVER ASSEMBLY,MACH				
	FSCM: 19204				
	PART NR: 6528309				
	SECURITY CLASS: Unclassified				
	PRON: M191S311M1 PRON AMD: 01				
	AMS CD: 070011				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	001 W52H099161A185 W31G1Z J 2				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001 500 0210				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u>				
	(W31G1Z) XU TRANS OFF				
	ANNISTON ARMY DEPOT				
	ANNISTON AL 36201-5021				
0009	<u>Supplies or Services and Prices/Costs</u>				
	<u>PRODUCTION QUANTITY</u>	500	EA	\$ _____	\$ _____

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AC	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099161A186 W31G1Z J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 500 0240 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 1005-01-454-8486 NOUN: BACKPLATE ASSEMBLY FSCM: 19200 PART NR: 12012077 SECURITY CLASS: Unclassified PRON: M191S312M1 PRON AMD: 01 AMS CD: 070011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52H099161A186 W31G1Z J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 500 0180 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				
0010	<u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: BUSHING, BLANK SECURITY CLASS: Unclassified <u>With First Article Approval</u> Delivery Shall Be FOB Destination	500	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	<p><u>Without First Article Approval</u></p> <p>Delivery Shall Be FOB Destination</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0140</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZ555) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY ATTN ACQUISITION CENTER - PCR ROCK ISLAND IL 61299-7630</p>				
0010AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5365-01-454-8487 NOUN: BUSHING BLANK FSCM: 19200 PART NR: 12012079 SECURITY CLASS: Unclassified PRON: M191S313M1 PRON AMD: 01 AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AC	001 W52H099161A187 W31G1Z J 2				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 500 0240				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W31G1Z) XU TRANS OFF				
	ANNISTON ARMY DEPOT				
	ANNISTON AL 36201-5021				
	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV				
	NSN: 5365-01-454-8487				
NOUN: BUSHING BLANK					
FSCM: 19200					
PART NR: 12012079					
SECURITY CLASS: Unclassified					
PRON: M191S313M1 PRON AMD: 01					
AMS CD: 070011					
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H099161A187 W31G1Z J 2				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 500 0140				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W31G1Z) XU TRANS OFF				
	ANNISTON ARMY DEPOT				
	ANNISTON AL 36201-5021				
0017	Supplies or Services and Prices/Costs				
	DATA ITEM				
	NOUN: DD FORM 1423				
	SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div>				

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-98-R-0210 MOD/AMD</p>	<p>Page 27 of 82</p>
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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225.7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry: NONE

(END OF CLAUSE)
BA6701

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

CLIN	ITEM	TDPL	DATE
0001	CHARGER,BOLT	7267982	3/15/99
0002	CARRIER ASSY, BARREL	5504080	2/16/99
0003	SUPPORT, BARREL	5504091	2/16/99
0004	PIN, STRAIGHT	7313106	2/16/99
0005	SIGHT, REAR	12003047	2/17/99
0006	BUFFER ASSEMBLY	9340487	2/17/99
0007	BUFFER,RECOIL	7266821	2/12/99
0008	COVER ASSEMBLY	6528309	2/12/99
0009	BACKPLATE ASSEMBLY	12012077	2/16/99
0010	BUSHING BLANK	12012079	2/12/99

EXCEPTIONS: SEE ATTACHMENT 0002 FOR EXCEPTIONS.
(CS6100)

C-2	52.210- 4502ACALA	PHOSPHATE COATING REQUIREMENT	MAR/1995
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Armament and Chemical Acquisition and Logistics Activity, ATTN: AMSTA-AC-PCR-A, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to ACALA for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

(END OF CLAUSE)
CS6508

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4501 ACALA	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction *SEE BELOW-1- , revision *SEE BELOW-2-, dated *SEE BELOW-3-. Packing Level *SEE BELOW-4- is required and shall be in accordance with MIL-STD-2073-1, revision *SEE BELOW-5-, dated *SEE BELOW-6-.

(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision *SEE BLEOW-7-, dated *SEE BELOW-8-. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: *SEE BELOW-9-

CLIN 0001	CLIN 0004	CLIN 0005	CLIN 0006	CLIN 0007	CLIN 0008	CLIN 0009	CLIN 0010
-1- 7267982	7266835	7313106	12003047	9340487	7266821	6528309	12012077
-2- H	C	D	A	A	A	A	-
-3- 22 FEB 99	20 MAR 98	04 FEB 99	18 FEB 97	09 FEB 99	22 FEB 99	19 AUG 98	08 APR 98
-4- B	B	B	B	B	B	B	B
-5- C	C	C	C	C	C	C	C
-6- 01 OCT 96	01 OCT 96	01 OCT 96	01 OCT 96	01 OCT 96	01 OCT 96	01 OCT 96	01 OCT 96
-7- N	N	N	N	N	N	N	N
-8- 15 MAY 97	15 MAY 97	15 MAY 97	15 MAY 97	15 MAY 97	15 MAY 97	15 MAY 97	15 MAY 97
-9- NONE	NONE	NONE		STEP 2 WRAP: USE MIL-P-3420 IN LIEU OF MIL-STD-2073	STEP 2: USE USE MIL-P-3420 IN LIEU OF MIL-B-121	NONE	NONE

(End of clause)
(DS6400)

D-2	52.211-4502 ACALA	PACKAGING REQUIREMENTS	DEC/1998
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THIS CLAUSE IS PERTINENT TO THE FOLLOWING CLINS: 0002, 0003, AND 0011

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

- Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
 - Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
 - Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
 - Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by

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wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container,and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision n, dated 15 may 1997. Bar code requirements apply.

EXCEPTION: N/A

(End of clause)
(DS6405)

D-3 52.247-4521 UNITIZATION/PALLETIZATION JUL/1998
ACALA

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)
(DS7204)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(END OF CLAUSE)
EA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 ACALA	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

ITEM	PART NUMBER	QUANTITY
CHARGER, GUN	7267982	3
HANDLE, MANUAL	5504080	3
SUPPORT, BARREL	5504091	3
BODY ASSEMBLY	7266835	3
PIN, STRAIGHT	7313106	3
BUFFER ASSEMBLY	9340487	3
SIGHT, REAR	12003047	3
BUFFER, RECOIL	7266821	3
COVER ASSEMBLY	6528309	3
BACKPLATE ASSEMBLY	12012077	3

TO INCLUDE ALL ASSEMBLIES SUBASSEMBLIES AND COMPONENTS.

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar

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item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to -2-.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)
(ES6031)

E-4	52.209-4513	FIRST ARTICLE CONFIRMATORY TEST	MAY/1994
	ACALA		

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	PART NUMBER
1	CHARGER, GUN	7267982
1	HANDLE, MANUAL	5504080
1	SUPPORT, BARRELL	5504091
1	BODY ASSEMBLY	7266835
1	PIN, STRAIGHT	7313106
1	BUFFER ASSEMBLY	9340487
1	SIGHT, REAR	12003047
1	BUFFER, RECOIL	7266821
1	COVER ASSEMBLY	6528309
1	BACKPLATE ASSEMBLY	12012077

ADDRESS: TO BE PROVIDED BY THE PCO UPON IMPLEMENTATION.

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: -4-

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: -5-.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the

Name of Offeror or Contractor:

First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer’s discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)
(ES6030)

E-5	52.245-4538	GOVERNMENT FURNISHED AMMUNITION	SEP/1997
	ACALA		

- a. Ammunition has been programmed to support contractual test requirements as follows:
- (1) (548,000) rounds, (BALL LINKED) cartridge, National Stock Number (1305-00-028-6574), Department of Defense Identification Code (A555).
- (2) (33,200) rounds, (HI-PRESSURE TEST) cartridge, National Stock Number (1305-00-028-6292), Departmennt of Defemse Identification Code (A575).
- (3) (6000 Quantity) rounds, (Dummy description) cartridge, National Stock Number (1305-00-585-4407), Department of Defense Identification Code (A560).

b. Requests for all ammunition shall be submitted on DD Form 1348 no later than 45 days prior to desired delivery dates. The request shall be submitted through the cognizant Defense Contract Management Area Office (DCMAO) to: Director, Armament Chemical Acquisition and Logistics Activity, ATTN: AMSTA-AC-PC-7-, Rock Island, IL 61299-7630, with a copy furnished to HQ Industrial Operations Command, ATTN: AMSIO-SMA-D, Rock Island, IL 61299-6000.

c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions. The contractor shall also furnish a copy of the disposition request to the cognizant Defense Contract Management Area Office (DCMAO).

(End of clause)

ES6043

E-6	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	ACALA		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptence Tests. The cost of shipping the equipment to the Contractor’s plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Stock Number	Quantity	Cost Each	Unit of Issue
M2 MACHINE GUN	1005-00-322-9715	1	-4-	-5-
b. Estimated Weight: -6- pounds.				
c. Cube: -7- cu. ft.				
d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Armament and Chemical Acquisition and Logistics Activtiy, ATTN: AMSTA-AC-8-, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.				
e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.				

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- f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.
- g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.
- h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.
- i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property'' clause in Section I of this contract.

(ES6551)

- E-7 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/1997
ACALA ALTERNATE II
- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9002 or (2) military, or (3) commercial, or (4) national quality standards. NOTE: System such as ISO 9003 or comparable systems are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:
- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ Q9001
- () ANSI/ASQ Q9002
- () Other, specifically _____

- NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.
- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(ES7445)

- E-8 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
ACALA
- a. Rework and Repair are defined as follows:

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Name of Offeror or Contractor:

- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)
(ES7012)

E-9	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	DEC/1997
	ACALA		

- (a) The contractor shall use a calibration system for the AIE used on this contract that meets the requirements of ANSI/NCSL Z 540-1, ISO 10012-1, or an alternative system agreed to by the Government.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critical, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)
(ES7018)

E-10	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE	MAR/1997
	ACALA		

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- a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.
- c. You may provide the following information relative to (CP)2 certification:
- (1)____NOT CERTIFIED
- (2)____CERTIFIED
- (i)____DATE OF CERTIFICATION
- (ii)____CERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Statistical Process Control (SPC) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical or "special."
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause
(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY PROVISION

F.1.2

CLIN	Item	First Article Delivery	Production Delivery With First Article	Production Delivery Without First Article
0001	Charger, Gun	240 days	360 days	240 days
0002	Handle, Manual	150 days	240 days	150 days
0003	Support, Barrel	150 days	240 days	150 days
0004	Pin, Straight		240 days	
0005	Sight, Rear	150 days	220 days	150 days
0006	Buffer, Assy.	175 days	270 days	180 days
0007	Buffer, Recoil	150 days	240 days	180 days
0008	Cover, Assy	200 days	240 days	210 days
0009	Backplate, Assy.	150 days	240 days	180 days
0010	Bushing, Blank	140 days	240 days	140 days

*** END OF NARRATIVE F001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(END OF CLAUSE)
FA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(END OF CLAUSE)
FF7020

F-6	52.247-4531 ACALA	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

FS7240

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)
(GS7015)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(END OF CLAUSE)
HA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-4506 ACALA	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 10 percent (10 %) of the initial award value of the contract.

(End of Clause)
HS6002

H-2	52.246-4500 ACALA	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988
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Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director
Armament and Chemical Acquisition and Logistics Activity
ATTN: AMSTA-AC-PCR-A
Rock Island, IL 61299-7630

2. FMS/MAP copies: NONE

(End of clause)
HS6502

H-3	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor

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whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

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(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(END OF CLAUSE)
HA7502

H-4	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)
HA7503

H-5	1.602-2(93)	AVAILABILITY OF FUNDS
	AFARS	

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(END OF CLAUSE)
HD7006

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H-6 52.204-4501 REQUIRED USE OF ELECTRONIC DATA INTERCHANGE FEB/1999
ACALA

- (a) Within -1- calendar days after the award of any contract resulting from this solicitation, the Government intends to commence issuing delivery order electronically to the contractor using Electronic Data Interchange (EDI). The American national Standards Institute (ANSI) X12 3050, Version 1 will be used as the format for these electronic transactions.
- (b) To be eligible to receive an award under this solicitation, the successful offeror must agree to register with the Department of Defense (DoD) Central Contractor Registry (CCR) and (i) to become DoD certified as a Value Added Network (VAN), or (ii) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider. A list of DoD certified VANs can be found at the following World Wide Web (www) site: <http://www.ecrc.uofs.edu/cgi-bin/ftp.cgi#dodvans>.
- (c) By submission of an offer in response to this solicitation, the offeror acknowledges and accepts the foregoing requirements. Failure to comply with this requirement within the time specified constitutes default within the meaning of the -2- clause of this contract and may result in termination under the terms thereof.
- (d) The registration process, including EDI 838 Trading Partner Profile, may be done electronically at the World Wide Web (www) site: <http://www.acq.osd.mil/ec/>. The self-certification or subcontracted VAN/VAS certification must be to the ANSI X12 3050, Version 1 of the 850 Transaction Set (Purchase Order).
- (e) Registration and certification information must be furnished to the contracting officer within -3- calendar days after award to complete networking requirements within the Government.
- (f) All required infrastructure for EDI must be in place and operational within -4- calendar days after award of any contract resulting from this solicitation.
- (g) The Government reserves the right to issue delivery orders electronically or via printed format at its sole discretion.
- (h) Additional information on the above requirements can be found at the following WWW site: <http://www.ecrc.ctc.com>.
- (i) Contractors are encouraged to use the Government funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is also at the above (h) site.

(End of clause)

(HS7503)

H-7 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
ACALA

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-8 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995
ACALA (CATEGORY I - MUNITIONS LIST ITEMS)

(a) Definitions. (i) "Excess property," means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) "Significant Military Equipment (SME)," means those articles for which special controls are warranted because of

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their capacity for military utility or capability.

(iii) ‘‘Munitions List Items (MLI),’’ means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor’s employee) am the officer
or employee of _____ (name of company) responsible for assuring
demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND
QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____
____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

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- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.
- (2) The following items are considered to be SME accessories and require key point demilitarization worldwide:
- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.
- (3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:
- (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.
- (4) The following items are considered to be MLI and to not require demilitarization:
- (i) Clips for the M1 Rifle.
- (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.
- (e) Method and degree of demilitarizations.
- (1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.
- (2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.
- (3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
- (4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
- (5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.
- (6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.
- (7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.
- (f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.
- (g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

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(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)
HS7500

H-9	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	ACALA		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)
HS7600

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(END OF CLAUSE)
IA7001

	Regulatory Cite	Title	Date
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-11	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUN/1999
I-12	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-13	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-14	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-15	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-16	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-17	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-18	52.223-2	CLEAN AIR AND WATER	APR/1984
I-19	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-20	52.225-10	DUTY-FREE ENTRY	APR/1984
I-21	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-22	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-23	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-24	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	AUG/1987
I-29	52.232-17	INTEREST	JUN/1996
I-30	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-31	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-32	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-33	52.232-25	PROMPT PAYMENT	JUN/1997
I-34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-35	52.233-1	DISPUTES	JAN/1999
I-36	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-37	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-41	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-44	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-	MAR/1999

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	DFARS	RELATED FELONIES	
I-47	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-48	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
	DFARS		
I-49	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-50	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-51	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-52	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-53	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-54	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-55	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-56	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-57	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	MAR/1998
	DFARS	COMPONENTS)	
I-58	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	MAR/1998
	DFARS		
I-59	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
	DFARS		
I-60	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
I-61	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
I-62	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
	DFARS		
I-63	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-64	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-65	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
	DFARS		
I-66	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-67	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
	DFARS		
I-68	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-69	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-70	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	FEB/1997
	DFARS	CONTRACTS)	
I-71	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-72	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
	DFARS		
I-73	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 oct 1999 through 30 sep 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause
IF6155

I-74 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 200 each for Clin 0001, 600 each for Clin 0002, 500 each for Clin 0003, 500 each for Clin 0004, 500 each for Clin 0005, 1,000 each for Clin 0006, 300 each for Clin 0007, 300 each for Clin 0008, 300 each for Clin 0009, and 300 each for Clin 0010, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 400 each for Clin 0001, 3,000 each for Clin 0002, 1,500 each for Clin 0003, 2,000 each for Clin 0004, 1,000 each for Clin 0005, 3,500 each for Clin 0006, 1,000 each for Clin 0007, 1,000 each for Clin 0008, 1,000 each for Clin 0009, and 1,000 each for Clin 0010.

(2) Any order for a combination of items in excess of N/A

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-75 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1- .

(End of clause)

(IF6036)

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I-76	52.202-1	DEFINITIONS	OCT/1995
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- (a) "Head of the agency" (also called "agency head" or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.
- (b) Commercial component means any component that is a commercial item.
- (c) Commercial item means--
- (1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--
- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
- (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications

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of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)
IF7252

I-77 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)
IF7210

I-78 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

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(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)
IF7211

I-79 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

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(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i)''The Contractor shall produce both the first article and the production quantity at the same facility.

*(See instructions regarding submission of First Article clause)
 ** (See Schedule B)

(End of Clause)
 (IF7116)

I-80	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)
 IF7212

I-81	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)
 IF7003

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I-82 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)
IF7114

I-83 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)
IF7220

I-84 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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(End of Clause)
(IF7253)

I-85 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

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- (1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.
- (2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
- (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.
- (e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)
IF7121

- I-86 52.248-1 VALUE ENGINEERING (DEVIATION) MAR/1989
- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.
- "Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.
- "Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
- "Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.
- "Contractor's development and implementation costs", as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.
- "Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.
- "Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include

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the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) the end of a sharing period of 3-5 years, set at the discretion of the Contracting Officer after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted. The contracting officer's determination of the sharing period is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C.601-613.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time ordelivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP’s to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP’s expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer’s award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer’s decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract’s type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR’S SHARE OF NET ACQUISITION SAVINGS
(figures in percent)

Contract Type	Sharing Arrangement			
	Incentive (voluntary)		Program (requirement) (mandatory)	
	Instant contract rate	Concurrent and future contract rate	Instant contract rate	Concurrent and future contract rate
Fixed-price (other than incentive)	***	***	25	25
Incentive (fixed-price or cost)	*	***	*	25
Cost-reimbursement (other than incentive)**	****	***	15	15

* Same sharing arrangement as the contract’s profit or fee adjustment formula.

** Includes cost-plus-award-fee contracts.

*** A rate between 50 and 75 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

**** A rate abetween 25 and 50 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-603.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the

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instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall, be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

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(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by between 20 and 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

''These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.''

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms 'unlimited rights' and 'limited rights' are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)
(IF7889)

I-87 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)
(IF7016)

I-88 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

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(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING EVALUATION SPREADSHEET		003	
Attachment 002	CONTRACT C WORKSHEETS FOR CLINS 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, AND 0010		015	
Attachment 003	SPECIAL PACKAGING SHEETS FOR CLINS 0001, 0005, 0007, AND 0008		004	
Attachment 004	DD FORM 2356		001	
Attachment 005	Reserved on Basic			
Exhibit A	CONTRACT DATA REQUIREMENTS LIST		002	
The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm . Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.				

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)
(JS7001)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(END OF CLAUSE)
KA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II MAY/1999

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3484.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea, Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(5) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that -

- (i) it
☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) it
☐ is
☐ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)
(KF6009)

K-6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or

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proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)
KF7005

K-7 52.204-3 TAXPAYER IDENTIFICATION OCT/1998
(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other. _____

(f) Common Parent. _____

Name of Offeror or Contractor:

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:
NAME: _____
TIN: _____

(End of provision)
KF7044

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government’s requirements indicate that different quantities should be acquired.

(END OF CLAUSE)
KF7003

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, MAR/1996
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),
within a 3-year period preceding thisoffer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

Name of Offeror or Contractor:

(C) Are ()
are not ()
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ()
has not (),
within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) ofthis provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provison is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF CLAUSE)
KF7033

K-10	52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	MAY/1999
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(Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation.)

Offeror represents as follows:

Offeror’s number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror’s average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees	Average Annual Gross Revenues
____50 or fewer	____\$ 1 million or less
____51 - 100	____\$ 1,000,001 - \$ 2 million
____101 - 250	____\$ 2,000,001 - \$ 3.5 million
____251 - 500	____\$ 3,500,001 - \$ 5 million
____501 - 750	____\$ 5,000,001 - \$10 million
____751 - 1,000	____\$10,000,001 - \$17 million
____over 1,000	____over \$17 million

(End of provision)
(KF7052)

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K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF CLAUSE)
KF7020

K-13 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract
is (),
is not ()
listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(END OF CLAUSE)
KF7021

K-14 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) The offeror, by signing this offer, certifies that--

(Note: The offeror must check the appropriate paragraph(s).)

_____ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--

_____ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.

Name of Offeror or Contractor:

11023(c).

_____ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

_____ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

_____ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

_____ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).

(END OF PROVISION)
KF7065

K-15 252.209-7003 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS MAR/1998
DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)
KA7513

K-16 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE DEC/1991
DFARS

(a) Definitions.

''Domestic end product,'' ''qualifying country,'' ''qualifying country end product,'' and ''nonqualifying country end product'' have the meanings given in the Buy American Act and Balance of Payments Program clause of this sollicitaion.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

Name of Offeror or Contractor:

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
<div></div>	<div></div>
<div></div>	<div></div>

(END OF CLAUSE)
KA7702

K-17252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFGARUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)
KA7500

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L
INSTRUCTIONS TO OFFERORS

L.1 QUALITY

L.1.1 Each offeror shall describe the following (limited to 6 pages). If you receive a contract award, your proposed quality system will be required by the contract.

- a. What is the standard that your Quality System complies with e.g., ISO, Industry, etc?
- b. How is your System applied to all processes, i.e., production, contracting, fabrication, processing, inspection, testing, maintenance, packaging, preservation, shipping, storage, buying, receiving, etc?
- c. How do you monitor/audit your system to assure effectiveness and continuous product improvement?
- d. What metrics do you use to track progress/status?
- e. How do you handle product deficiencies and implement corrective actions?
- f. Give examples/feedback on your customer satisfaction/market acceptance of products.
- g. How do you keep abreast of new technologies?

L.1.2 Calibration/Metrology and Acceptance Inspection Equipment. Each offeror shall describe the following (limited to 3 pages)

- a. What do you use?
- b. How does it work?
- c. Do you buy or design and build AIE?

L.1.3 Control Process: Each offeror shall describe the following (limited to 4 pages):

- a. What determines which will be monitored?
- b. How do you qualify your process?
- c. How are personnel trained/qualified?
- d. How do you accomplish recertification?
- e. How do you decide which requirements flow down to vendors?
- f. How is the generated data/information utilized?

L.2 PAST PERFORMANCE:

L.2.1 The offeror shall detail and describe his quality and delivery performance and customer satisfaction on prior production contracts during the last three (3) years which is the same or similar to the effort required by this solicitation. The term "similar" is defined as a contract award exceeding \$100,000, including but not limited to those requiring capability/experience in the areas of castings, tight tolerance machining, heat treating, and phosphating in accordance with 5.3.1.2 and/or 5.3.2.2 of MIL-STD-171.

L.2.2 The list shall include the following information for each contract:

- 1. Contracting Activity and address

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2. Points of Contact (POC) (include Name and Phone Number)

Contracting Officer

Administrative Contracting Officer

Commercial/Direct Sales Points of contact

3. Commercial or Department of Defense Contract Number

4. Item(s) Procured (including National Stock Number or Part Number)

5. Contract Price/Cost Award

6. Current Contract Price/Cost

7. Original and Revised Contract Delivery Schedules

8. Discuss any Delay/Difficulties encountered and provide an explanation of instances where technical or schedule requirements were not met.

9. Discuss timeliness and responsiveness to your customer's needs

10. Contract Quality Requirement (Government or Industry Specification)

11. Number of Product Deficiencies and the Corrective Actions that were taken to preclude recurrence

12. A detailed succinct explanation of the relevance of this contract to the solicitation effort.

L.2.3 The offeror shall identify any contracts terminated, in whole or in part, for any reason in the last three years. Include prime contracts, contracts under which you were a subcontractor and any of your subcontractor's contracts. Provide the information requested in paragraph L.2.2 above for any of these contracts. If there were no cancellations or terminations, please so state.

L.2.4 If any contract listed for L.2.2 was performed by a corporate entity or division other than the corporate entity or division that would perform work under the instant RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

L.2.5 If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this contract performance and who have had significant and similar responsibilities in conjunction with recent, relevant contracts or subcontracts of a previous employer, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these key personnel, their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified in L.2.2 for those contracts that these key personnel were involved in with previous employers.

L.2.6 We may use data that you , the offeror, provides, and data we gather from other sources to evaluate past performance. Since we may not interview all sources you provide, it is incumbent upon you to explain all the data you provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the offeror. The Government may assign a "higher" risk rating proposals, or reject your proposal if it does not contain the information requested.

L.3 SMALL BUSINESS PARTICIPATION:

L.3.1 Offerors are to identify the extent to which Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Women Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs) and Historically Underutilized Business Zone Small Businesses (HUBZone SBs) would be utilized in the performance of this contract. For small businesses, as defined by the Standard Industrial Code (SIC) applicable to this solicitation, the offeror's own participation as a SB, SDB, WOSB, HBCU/MI, or HUBZone SB is to be identified, and will be considered in evaluating small business participation.

The offeror is to address the following factors in detail:

1. All offerors are to provide:

a. The names of SBs, SDBs, WOSBs, HBCU/MIs or HUBZone SB, who would participate in the proposed contract,

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identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;

b. A description of the offeror's performance, over the past three calendar years, in complying with requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

2. Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses which have never held a contract incorporating 52.219-9 shall so state.

The Government will conduct a performance risk assessment based on the quality of the offeror's, and significant subcontractor's, past performance as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror as it relates to solicitation requirements, including Technical, Quality, and Contract Schedules.

Offerors are reminded that both independent data and data provided by the offerors in their proposals may be used to evaluate offeror past performance. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals which do not contain the information requested by this provision risk rejection or "very high risk" rating by the Government.

L.4 PRICE:

L.4.1 The offeror will enter unit prices for each pricing period for CLINs 0001 through 0010 for all applicable quantities on the Price Evaluation Spreadsheets. The offerors will also enter unit prices for both with and without First Article for the first pricing period.

L.4.2 The Government reserves the right to require the submission of any data necessary to validate the reasonableness of an offer.

*** END OF NARRATIVE L001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(END OF CLAUSE)
LA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JUN/1998

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	Regulatory Cite	Title	Date
L-2	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	OCT/1997
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	DEC/1991
L-5	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(END OF CLAUSE)
LF6014

L-6	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE (FFP) contract resulting from this solicitation.

(END OF CLAUSE)
LF6008

L-7	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AMSTA-AC-PCR-A. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSCBA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSCBA because of the nature of the supplies or services being procured.

(End of Clause)
LF6254

L-8	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
LF7015

L-9	9.306(c) FAR	WAIVER OF FIRST ARTICLE APPROVAL	
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THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or

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similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, under which identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(END OF CLAUSE)
LF7009

L-10 52.215-4502 PARTNERING PROCESS APR/1999
ACALA

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

L-11 52.215-4510 ELECTRONIC BIDS/OFFERS APR/1999
ACALA

1. Bidders/Offerors are required to submit their bids/offers for this solicitation via electronic response on the TACOM-ACALA Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047. You MUST utilize the clickable icon located in the "Submit Bid/Offer" column associated with this solicitation number on the web page from which you accessed this solicitation to submit your bid or offer. You may use your "back button" on your toolbar to return to the Open Solicitations page, or you may use the URL:

http://www-acala.ria.army.mil/ACALA/AAIS/padds_web/index.html

2. These responses must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors bear the

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- responsibility of timely transmission of their bids/offers to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.
3. Upon opening the "Submit Bid/Offer" web page, the bidder/offeror will be prompted to fill in a brief form, listing information including company name, CAGE code, and point of contact email address and phone number. Following successful completion of the form, you will be prompted to an ftp upload web page, where you will:
- a. attach all electronic files representing the complete content of your bid/offer and all attachments, or
 - b. submit your bid/offer and all attachments, or
 - c. submit your bid/offer through a combination of attached electronic files and teletyped/database documentation.
4. Bids/Offers and all supporting documentation submitted as electronic attachments shall be provided either:
- a. in an electronic file format for which the Government has available software (i.e. exhibiting any of the following file extensions: doc, rtf, ppt, dot, txt, asc, ans, wps, htm, html, htx, xls, xlt, prn, csv, xlw, wk4, wk3, wk1, wks, wql, dbf, dif, slk, xla, wmf, pot, pps, ppa, png, gif, jpg, exe, bmp, avi, mov, pdf) or
 - b. in any other electronic format, not listed above, as long as an electronic "viewer" is provided simultaneously with which the Government may open and process the electronic file.
5. Although the bids/offers submitted in accordance with the instructions herein and on the TACOM-ACALA Business Opportunities, Open Solicitations web page will be transmitted to a stand-alone secure server, offerors may elect to utilize a commercial encryption program to encrypt their transmission. If an offeror elects to encrypt a bid/offer transmission, you must provide the electronic decryption key via a separate transmission from the "Submit Bid/Offer" icon. The key should be transmitted as soon as possible after the transmission of the bid/offer, but not later than the time established by the solicitation for receipt of bids/offers.
6. Bid/Offer attachments (a) using other than the above listed file extensions for which the Government has available software, and which do not include an electronic "viewer" for alternative electronic formats, or (b) which do not exhibit a file extension, or (c) which do not provide a decryption key for encrypted transmissions, shall be excluded from consideration.
7. The TACOM-ACALA secure server is equipped with multiple incoming lines to accommodate connection with multiple offerors at once and to minimize the possibilities of connection failure. The upload function is programmed to transmit an End of File (EOF) message back to the offeror at the conclusion of the upload, stating "Transmission successfully completed. Your Bid/Offer has been received." If you fail to receive this EOF message or if you receive a different system message (such as "Transmission timed-out. Please Try Again.") please reconnect and initiate the process again from the "Submit Bid/Offer" button on the New Solicitations web page.
8. All bid/offer submissions, regardless of electronic format, shall refer to this solicitation and shall include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids/request for proposals.
9. Electronic bids that fail to furnish required representations or information, or that reject or revise any of the terms, conditions and provisions of the solicitation, shall be excluded from consideration.
10. Written confirmation of electronic bids/offers is not required.
11. The term "electronic bids/offers" as used in this provision, does NOT include telegrams, mailgrams, or any other electronic format submission not specifically identified herein.
12. Bids/offers submitted in any format other than the electronic bid/offer formats described above shall be rejected as non-responsive/unacceptable.
13. Commercial product literature in support of technical proposals shall be provided in electronic format (in accordance with the format guidelines, above). If commercial product literature is unavailable in electronic format is too voluminous to include as a telefax/datafax submission, the offeror shall reference the commercial product literature in the bid/offer documentation, providing a brief description of the literature, and shall retain the commercial product literature unless and until requested by the Contracting Officer to provide in hard copy format.

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(LS7011)

L-12 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
ACALA

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)
(LS7012)

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SECTION M - EVALUATION FACTORS FOR AWARD

Award will be based on evaluation of four elements: Past Performance, Quality, Small Business Participation, and Price. When combined, past performance, quality, and small business participation are more important than price. In addition, Past Performance and Quality are significantly more important than Small Business Participation. Award may be made to a higher priced proposal that offers lower risk.

Although price is not the most important consideration in the award decision, it may be controlling where an overall higher evaluated proposal is unaffordable or is unreasonably priced, where two proposals are otherwise considered equal, or where the advantages of a superior proposal are not worth a cost premium.

M.1 QUALITY:

M.1.1 The Quality element will be evaluated by reviewing the information furnished concerning the offeror’s quality system. The Government will determine the offeror’s likelihood of only offering conforming material for acceptance. Evaluation will consist of assessing the effectiveness of the total quality system, including how well the accuracy/precision of acceptance inspection equipment and all other processes are controlled. Quality will be evaluated using the following adjectival ratings:

Excellent/Very Low Risk: Essentially no doubt exists that the offeror is using an effective Quality System to ensure product quality.

Good/Low Risk: Little doubt exists that the offeror will successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists that the offeror ensures product quality through use of an effective Quality System.

Marginal/High Risk: Substantial doubt exists that the offeror has an effective Quality System in place to ensure product quality.

Poor/Very High Risk: Due to the lack of an effective Quality System, it is extremely doubtful the offeror can ensure product quality.

M.2 PAST PERFORMANCE:

M.2.1 The Government will assess and evaluate the relative risk of the offeror’s successful quality and schedule performance on the subsequent contract. This evaluation will be based on the offeror’s previous performance history. If there is not recent and relevant performance history, a risk rating of "neutral" will be assigned - this rating is neither favorable nor unfavorable.

In evaluating performance history, the Government will look at the offeror’s delivery performance, and that of any major or critical subcontractors, against the contract’s original delivery schedule, unless the delay was government caused. Schedule extensions that are the cause of the contractor, or the subcontractor, even if consideration was provided, will be considered to not have met the delivery schedule. General trends in past performance, including demonstrated corrective actions, will also be evaluated.

Past performance will be adjectivally/narratively assessed with a risk rating applied to each offeror as follows:

Excellent/Very Low Risk: Essentially no doubt exists that the offeror will successfully perform the required effort.

Good/Low Risk: Little doubt exists that the offeror will successfully perform the required effort.

Marginal/High Risk: Substantial doubt exists that the offeror will successfully perform the required effort.

Adequate/Moderate Risk: Some doubt exists that the offeror will successfully perform the required effort.

Poor/Very High Risk: It is extremely doubtful that the offeror will successfully perform the required effort.

Neutral/Unknown Risk: There is no meaningful relevant record of past performance.

M.3 SMALL BUSINESS PARTICIPATION:

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M.3.1 The Government will evaluate the extent to which offerors identify and commit to utilizing SBs, WOSBs, HBCU/MIs, and HUBZone SBs in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

The evaluation will include the following:

1. The extent to which the proposal specifically identifies SBs, SDBs, WOSBs, HBCU/MIs, and HUBZone SBs and the estimated dollar value of their participation, including the participation of the offeror, if it is a SB, SDB, WOSB, HUBZone SB or an HBCU/MI;
2. The complexity of the item/services to be furnished by SBs, SDBs, WOSBs, HUBZone SBs and HBCU/MIs;
3. The extent of participation of such concerns in terms of the value of the total contract amount; and
4. An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:
 - a. For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR.219-8, Utilization of Small Business Concerns;
 - b. For offerors who are large business as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR.52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

The element of Small Business participation will be evaluated in accordance with the following adjectival rating for the definition that most closely meets the evaluation conclusion:

Excellent/Very Low Risk: Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) and/or complexity, to be performed in the Small Business (SB), Small Disadvantaged Business (SDB, Women Owned Small Business (WOSB), Historically Underutilized Business Zone Small Businesses (HUBZone SBs) and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or subcontractors or team members. Offerors have substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic.

Good/Low Risk: Proposal includes a significant portion of the work in terms of dollar value (more than 15%) and or complexity, to be performed in the Small Business (SB), Small Disadvantaged Business (SDB, Women Owned Small Business (WOSB), Historically Underutilized Business Zone Small Businesses (HUBZone SBs) and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic.

Adequate/Moderate Risk: Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) and/or complexity to be performed in the Small Business (SB), Small Disadvantaged Business (SDB, Women Owned Small Business (WOSB), Historically Underutilized Business Zone Small Businesses (HUBZone SBs) and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them.

Marginal/High Risk: Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) and/or complexity to be performed in the Small Business (SB), Small Disadvantaged Business (SDB, Women Owned Small Business (WOSB), Historically Underutilized Business Zone Small Businesses (HUBZone SBs) and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector.

Poor/Very High Risk: Offeror demonstrates little or no commitment to using SBs, SDBs, WOSBs, HUBZone SBs, and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and /or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector.

M.4 PRICE:

M.4.1 The Government will evaluate offers based on prices proposed for all CLINS for all pricing periods and any other price related factors required by the solicitation.

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M.4.2 For purposes of evaluating CLIN 0001 through 0010, the proposed unit prices for each quantity order range will be multiplied by the weight of the range to determine a weighted average price for each pricing period. For Pricing Period 1, for all CLINs, the unit prices with or without first article is dependent upon whether or not an offer has received approval of a waiver prior to evaluation. The evaluated price for each pricing period will be weighted average price multiplied by the maximum quantity prices for all pricing periods.

M.4.3 Each CLIN will be evaluated separately. A total evaluated price will be determined by adding the evaluated CLIN price and any other price related evaluation factors required by the solicitation.

M.4.4 If an offeror fails to propose for all pricing periods, the Government may reject that offer as unacceptable.

M.4.5 The Government reserves the right to make separate line item awards if, after considering the additional administrative costs, it is in the Government's best interest to do so. For purposes of evaluation, administrative costs are said to be \$15,000.00 per contractual action.

*** END OF NARRATIVE M001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(END OF CLAUSE)
MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	9.306(c) FAR	FIRST ARTICLE APPROVAL	
<p>a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.</p> <p>b. Earlier delivery, if required in case of waiver of first article testing, <u>shall not</u> be a factor in evaluation for award.</p>			
(MF7007)			

M-2	52.245-4519 ACALA	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	FEB/1996
<p>(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.</p>			
<p>(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.</p>			
<p>_____ Offer is predicated on use of Government property in offeror's possession.</p>			
<p>_____ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.</p>			
<p>Identification of facilities contract or other agreement under which such property is held:</p>			

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-R-0210 MOD/AMD</p>	<p style="text-align: center;">Page 81 of 82</p>
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Name of Offeror or Contractor:

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

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(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)
MS7006